UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Jerald Cochran,

Plaintiff,

COMPLAINT

v.

Liberty Life Assurance Company of Boston,

Defendant.

The Plaintiff in the above entitled action, as and for his Complaint against the above-named Defendants, state and allege as follows:

NATURE OF ACTION, JURISDICTION, PARTIES AND VENUE

1. The present action is a claim for disability benefits and arises under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.* (ERISA)

2. Plaintiff, Jerald Cochran, is an individual who resides in the City of Minneapolis, County of Hennepin, State of Minnesota. At all times relevant hereto, Plaintiff was an employee of Target Corporation.

3. At all times relevant hereto, through his employment, Plaintiff was a participant in Group Disability Insurance Policy (Policy) GF3-840-444446-01, sponsored by Target Corporation and issued and insured by Defendant Liberty Life Assurance Company of Boston (Defendant Liberty). The Policy as provided by Defendant Liberty fails to contain the required ERISA information or provisions including but not limited to a participant's rights.

4. As this action involves an employee benefit plan governed by ERISA, this Court has jurisdiction of this matter pursuant to 29 U.S.C. § 1132(e)(1).

5. Service of process is authorized under ERISA in any district where a defendant resides or may be found. ERISA Section 502(e)(2), 29 U.S.C. § 1132(e)(2).

6. Defendant Liberty is a corporation organized and existing under the laws of the State of New Hampshire which conducts and transacts insurance business within the State of Minnesota. Defendant Liberty is not registered as a foreign corporation with the Minnesota Secretary of State's office and has no agent for service of process appointed in the State of Minnesota. Defendant Liberty is licensed by the Minnesota Department of Commerce to conduct insurance business in the State of Minnesota. Liberty's Home Office as listed in the Policy is:

175 Berkeley Street
Boston, MA 02117

RECITATION OF FACTS

7. At all times relevant hereto, Plaintiff was employed by Target Corporation as a Pharmacy Technician.

8. Through his employment, Plaintiff was a participant in Defendant Liberty's Group Disability Income Policy sponsored by Target Corporation.

9. In November of 2015, Plaintiff was caused to cease working due to disabling health conditions.

10. Plaintiff's claim for long-term disability benefits was denied.

11. Plaintiff timely appealed this decision with additional medical and testimonial evidence.

12. In a letter dated March 24, 2017, Plaintiff was advised that his case had been received by physicians in different specialties that all of his treatment providers reviewed his appeal and that Defendant was upholding its original decision to deny benefits.

13. Plaintiff was advised he had exhausted his administrative remedies under the Policy and had the right to bring a civil action under ERISA § 502(a).

CLAIM FOR RECOVERY OF BENEFITS AND ENFORCEMENT OF PLAINTIFF'S RIGHTS UNDER ERISA

14. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding Paragraphs.

15. Defendant has violated the clear and unambiguous terms of the applicable Policy, ERISA and applicable regulations in denying Plaintiff's claim for long-term disability benefits.

16. As a proximate result of Defendant's violation of ERISA, applicable regulations and the terms of the Policy, Plaintiff has been harmed and deprived of benefits due under the terms of the Policy.

17. Plaintiff is entitled to legal and equitable relief as a result of Defendant's violations of ERISA, applicable regulations and the terms of the Plan, including, but not limited to payment of any Disability benefits wrongfully withheld under the terms of the Policy, together with appropriate interest; and, an order for all other appropriate relief including attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment against Defendant for an Order from the Court determining that Defendant has violated the clear terms and language of the applicable Policy in denying Plaintiff's claim for long-term disability benefits, and for the sum of his past long-term disability benefits, as well as future benefits, so long as he remains disabled in accordance with the terms of the Policy, together with interest, penalties, attorneys' fees, costs and disbursements in this action, as well as other equitable relief and penalties pursuant to ERISA and otherwise as provided by law.

Dated this 5th day of April, 2017

BEEDEM LAW OFFICE

s/ Alesia R. Strand

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